IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM 1982

NO. _____

MOHAMMAD H. MARASHI, Petitioner

v.

FORBES FURNITURE COMPANY, Respondent, and
PEERLESS INSURANCE COMPANY, Respondent.

APPENDIX

Richard Rockwell Swann, Esq.
Swann & Haddock, P.A.
600 Courtland Street
Orlando, Florida 32804
305-628-3939
Counsel of Record for
Petitioner

Thomas F. Lang, Esq.
Paul H. Bowen, Esq.
Swann & Haddock, P.A.
600 Courtland Street
Orlando, Florida 32804
305-628-3939
Counsel for Petitioner

January 3, 1983

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IN THE CIRCUIT COURT
OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO. CI 81-6619

FORBES FURNITURE CO.,

Plaintiff,

vs.

MOHAMMAD H. MARASHI,

Defendant.
_____/

ALTERNATIVE MOTION TO CONTINUE HEARING ON MOTION FOR SUMMARY JUDGMENT

Defendant, by his attorney, moves this court to continue the hearing on Plaintiff's Motion for Summary Judgment, and would show as grounds therefore, the following:

1. Rule 1.510, F. R. Civ. Pro. provides that the court may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had if it appears from the affidavits of a

party opposing the Motion for Summary Judgment that he cannot present by affidavit facts essential to justify his opposition.

2. In this case, the Defendant is not an American citizen, does not reside in the United States, and is currently prohibited from entering the United States by current immigration laws.

3. The Defendant currently resides in Switzerland.

4. The Defendant cannot speak English.

5. The Defendant is desirous of defending the allegations made in the Complaint and Amended Complaint; and is further desirous of prosecuting his counterclaim against the Plaintiff.

6. It is necessary to obtain affidavits from the Defendant and prospective witnesses who are all residing in the country of Switzerland.

7. Defendant has posted a bond which

is in an amount in excess of the amount claimed as being due and payable in the Amended Complaint.

8. The international mail system through which affidavits may be sent requires approximately 14 days for delivery of mail each way.

9. Defendant requests a continuance of the hearing on Plaintiff's Motion for Summary Judgment for a period of at least 60 days to allow for the obtaining of sworn affidavits in opposition to Plaintiff's Motion for Summary Judgment and/or the taking of Defendant's deposition in Switzerland.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing motion has been furnished, by mail, to David M. Landis, Attorney for Plaintiff, Suite 615, Bradshaw Building, 14 E. Washington Street, Orlando, Florida 32801, this 3rd day of October, 1980.

/s/

THOMAS V. INFANTINO
Post Office Drawer B
Winter Park, Florida 32790
Attorney for Defendant

(305) 644-4673

EXCERPTS FROM TRANSCRIPT OF
HEARING HELD JANUARY 13, 1981

MR. MEER: I mean, do you want to conclude what you were --

MR. LANDIS: Well, no. You go ahead, okay, because I'm going to make some motions too in a minute here.

MR. MEER: Okay. Your Honor, excuse me if my voice is a little off today.

For the record, I'd like to make a motion for continuance for the trial based on some rather extraordinary circumstances, and that is that the Defendant, the gentleman being sued, is in Geneva, Switzerland, and can't get back in the country to defend himself. He was served here. He was served in the United States. He had to leave and when he found himself unable to come back and defend himself because of the political situation between this country and Iran.

We tried to get him in, in that we even went so far as to obtain an attorney

specializing in immigration law named Jeffrey Bernstein from Miami, and he said that -- we tried argumentary grounds in that the gentleman was being sued, and the lawyer said humanitary grounds extend to dying of cancer, and that's about it. There were no other grounds.

We think the Court has discretion under the civil rules of 1.460 to postpone the trial until the Defendant can obtain a visa to get in this Country. The cases I found on point really deal with unavailability of a witness rather than unavailability of a party to the action. So, I can't give you a precise case on point. But I think we do have a good cause because as late as last weekend we thought that the gentleman's wife who has direct knowledge of the action could fly in on a British passport because she was born in England. I found that not to be the case.

So, we'd like to make a motion for

the record.

THE COURT: I'll deny it. We've talked about this before. I'm sure there's provisions. You could have had his testimony taken over there if you really needed it. Besides, there is no assurance that he'll ever get back in this Country. So, we can't keep the trial open forever. So, we'll go ahead and proceed.

MR. MEER: If I promise not to file a motion for lack of prosecution?

THE COURT: All right. Mr. Landis.

MR. LANDIS: Your Honor, we believe we're entitled to attorneys' fees in this case based on two factors. Number one, the invoice which is attached to the complaint as part of the composite exhibit contains an attorneys' fee provision. That's

IN THE CIRCUIT COURT
OF ORANGE COUNTY,
FLORIDA

CIVIL NO. 80-6619

FORBES FURNITURE COMPANY,
a Florida corporation d/b/a
FURNITURE SHOWCASE,

Plaintiff,

vs.

MOHAMMAD H. MARASHI,

Defendant.
_____/

FINAL JUDGMENT

This action was tried before the Court. On the evidence that was presented and upon consideration,

IT IS ADJUDGED:

1. Plaintiff shall recover from Defendant, MOHAMMAD H. MARASHI, the sum of $24,723.23 as payment due Plaintiff by Defendant, plus interest in the amount of $917.70, plus costs in the amount of $354.62, plus attorney's fees in the

amount of $7,000.00, said amounts totaling $32,995.55 for which let execution issue.

2. The surety, Peerless Insurance Company, pursuant to Release of Attachment Bond, is holding the sum of $30,341.54 for purposes of assisting in payment of any judgment entered herein against Defendant. Therefore, in accordance with Florida Statutes §76.31, the Plaintiff shall have and recover from Peerless Insurance Company the sum of $30,341.54 for which let execution issue.

3. The value of the property retaken by Defendant under the above referenced bond is in excess of $25,000.00 and is the sum set forth in Exhibit "I" to the Order for Writ of Attachment dated June 27, 1980.

4. Plaintiff is lawfully entitled, pursuant to Florida Statutes §78.19, to the return of three (3) Picks Bar Stools, value of which according to Plaintiff is approximately $750.00, and Defendant shall

make such property available to the Plaintiff and voluntarily surrender possession of same.

DONE AND ORDERED at Orlando, Florida on the 26th day of January, 1981.

/s/ MAURICE M. PAUL
CIRCUIT Judge

Copies to:
David M. Landis, Esq., 605 E. Robinson St., Orlando, Florida 32801
Kenneth M. Meer, Esq., P. O. Drawer B, Winter Park, Florida 32790
Peerless Insurance Company, c/o Way, Sanderson & Jones, 611 N. Magnolia, Orlando, Florida

IN THE DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA FIFTH DISTRICT

MOHAMMAD H. MARASHI,

Appellant,

v.

FORBES FURNITURE COMPANY, a Florida corporation, d/b/a FURNITURE SHOWCASE,

Appellee.

_____/

NOT FINAL UNTIL THE TIME EXPIRES TO FILE REHEARING MOTION, AND, IF FILED, DISPOSED OF.

CASE NO. 81-269

Decision filed April 7, 1982

Appeal from the Circuit Court
for Orange County,
Maurice M. Paul, Judge.

Thomas F. Lang of
Swann and Haddock, P.A.,
Orlando, for Appellant.

David M. Landis of
Clayton & Landis,
Orlando, for Appellee.

PER CURIAM.

AFFIRMED.

ORFINGER, UPCHURCH, F., and COWART, JJ.,
concur.

A F F I D A V I T

STATE OF FLORIDA :
: SS
COUNTY OF DADE :

BEFORE ME, the undersigned authority duly authorized to administer oaths and acknowledgments, personally appeared JEFFREY A. BERNSTEIN, who after being cautioned and sworn, under oath deposes and states:

1. I have personal knowledge of the facts herein stated.

2. I have been licensed to practice law in the state of Florida since 1974.

3. I am a bonafide member of the Association of Immigration and Nationality Lawyers, national chapter and South Florida chapter. I am the treasurer of the South Florida chapter.

4. I have designated immigration and naturalization law as an area of specialty in Florida.

5. I was retained by Mohammad Hoosein Marashi to handle his immigration matters in the United States.

6. The proper applications were filed to obtain permission for Mr. Marashi to remain in the United States to conduct business. However, while the application was pending the "hostage" situation developed in Iran, and the government of the United States developed certain restrictive policies toward Iranians in the United States and Iranians who intended to enter the United States. Based on the foregoing, Mr. Marashi's application was denied by letter dated October 9, 1980. A copy of that letter is attached. The application was denied pursuant to national policy instructions relating to Iranian nationals dated April 12, 1980.

7. The central office of the Immigration and Naturalization Service, telephonic memorandum, entitled Recision

of Deferred Voluntary Departure Date, dated November 13, 1979, revoked permission of all Iranians to remain in the United States until June 1, 1980, under the so-called temporary sanctuary program. That program had allowed those persons expressing an unwillingness to return to Iran because of unsettled conditions to stay here. By executive order number 12172, entitled Delegation of Authority with Respect to Entry of Certain Aliens into the United States, dated November 26, 1979, the Attorney General and the Secretary of State of the United States were authorized to prescribe limitations and exceptions on rules and regulations governing Iranians holding nonimmigrant visas. A final rule was published by the government at 45 Federal Register, Page 70, dated April 9, 1980 (22 C.F.R., Section 46.8) invalidating all immigrant and nonimmigrant visas of Iranian nationals issued prior to April 7,

1980, unless such visa had been presented to consular officers on or after April 7, 1980, for endorsement. By Notice No. 710 entitled Revocation of Certain Nonimmigrant Visas, the Department of State revoked all nonimmigrant visas issued to Iranian nationals. This was dated April 9, 1980.

8. On April 16, 1980, a final rule was published at 8 C.F.R., Section 214.1(c), entitled Nonimmigrant Requirements for Admission, Extension and Maintenance of Status. That rule permitted the extension of nonimmigrant stay of an Iranian national only if the alien was in immediate need of medical treatment which was available only in the United States or unless he or she had a relationship to a United States citizen or local permanent resident within the statutorily defined immediate relative or familial preference classification.

9. Based on my personal knowledge

and belief, Mr. Marashi did not attend his trial for reasons beyond his control.

FURTHER AFFIANT SAYETH NOT.

/s/
JEFFREY A. BERNSTEIN

SWORN TO AND SUBSCRIBED BEFORE ME this 28th day of April, 1981.

/s/
Notary Public, State of Florida

My commission expires:

TO: ALL I&NS REGIONAL OFFICES
ALL I&NS DISTRICT OFFICES
ALL I&NS FILES CONTROL OFFICES
ALL I&NS BORDER PATROL SECTOR HEADQUARTERS

BT

PRIORITY....IRANIAN PROJECT NR. 58...
In view of current Iranian situation, Applications for extension of stay of nonimmigrant status or adjustment of status to permanent residence submitted by Iranian nationals who, even though otherwise eligible, may only be granted if one or more of the criteria set forth below are met.

1. For compelling humanitarian reason based on a fear of prosecution because of ethnic origin, religious or political beliefs. In such case, the applicant must file a request for asylum.

2. A close familial relationship as set forth in section 201(B) and 203(A)(1),(2),(4) and (5) of the act.

3. For compelling humanitarian reasons, there is an immediate need for medical attention. Since the fees are for the filing, if it is obvious than an Iranian national does not appear to meet above criteria he/she shoul be advised of the likelihood that there application will be denied and frse will not be refunded. If they insist on filing, the application will be processed in accordance with these instructions. If they do not file an application, service employees will obtain their present address and departure plans to assist service in locating such aliens if they fail to make timely departure. Such information shall be immediately referred to investigations. Before denying a pending application, the applicant should be given an opportunity to make immediate representation or submit evidence that he/she meets the above criteria. Denied

applications will immediately be referred to investigations for issuance of an order to show cause. The above criteria do not apply to applications filed under Section 248. A change of nonimmigrant status under section 248 may not be granted to any Iranian national except a request to change to a status under section 101(A)(15)(G). All applicants by Iranian nationals for G status will be forwarded with file to COEXM-HFK before any adjudicative action is taken. Fdenied applications will immediately be referred to investigations for issuance of order to show cause. These instructions pertain to all presently pending cases and those filed subsequent to this instruction. All Iranian applications are to be processed immediately. Reapeat immediately.

BT (misc. scribble)

NNNN
002 10:34:22 04/12/80

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE
155 South Miami Avenue (Third Floor)
Miami, Florida 33130

Refer to File No.
A24 685 046

Mohammad Hossein MARASHI
800 Interlachen Avenue
Winter Park, Florida 32789

Date:
October 09 1980

DECISION

Upon consideration, it is ordered that your APPLICATION FOR CHANGE OF NON-IMMIGRANT STATUS be denied for the following reasons:

Your application is denied pursuant to National Policy Instructions relating to Iranian Nationals dated April 12, 1980. The Attorney General, in accordance with the President's initiative, has determined not to exercise his authority favorably in behalf of Iranian applicants except for a change of nonimmigrant status under Section 101(a)(15)(G).

In view of the foregoing, your application

is hereby denied.

If you desire to appeal this decision, you may do so. Your notice of appeal must be filed within 15 days from the date of this notice, (18 days if this notice was received by mail). If no appeal is filed within the time allowed, this decision is final. Appeal in your case may be made to:

Board of Immigration Appeals in Washington, D.C., on the enclosed Forms 1-290 A. (A fee of $50.00 is required).

X - Regional Commissioner on the enclosed Form 1-290 B. (A fee of $50.00 is required).

If an appeal is desired, the Notice of Appeal shall be executed and filed with this office, together with the required fee. A brief or other written statement in support of your appeal may be submitted with the Notice of Appeal.

Any question which you may have will be answered by the local immigration office nearest your residence, or at the

address shown in the heading of this letter.

Sincerely yours,

District Director

Enclosure(s)

Form 1.292

EXCERPTS OF MARASHI APPEAL BRIEF TO FLORIDA 5TH DISTRICT COURT OF APPEAL

ARGUMENT

V

THE APPELLANT HAS BEEN DENIED DUE PROCESS OF THE LAW

The 5th and 14th Amendments to the United States Constitution and Article I, Section 9 of the Florida Constitution guarantee the Appellant due process of the law even though he is an alien. Kwong Hai Chew v. Colding, 344 US 590, 73 S. Ct 472, 97 L.3d 576 (1953); Hines v. Davidowitz 312 US 52, 61 S Ct 399, 85 L. Ed 581 (1941); Graham v. Richardson, Sailer v. Leger, 403 US 365, 91 S. Ct. 1848, 29 L. Ed 2d 534 (1971) (Companion Cases).

Due Process of Law requires that the Defendant be afforded the essential requirements of law and fundamental

fairness. As

IN THE CIRCUIT COURT
OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA.

CASE NO. 80-6619

FORBES FURNITURE COMPANY,
a Florida corporation d/b/a
FURNITURE SHOWCASE,

Plaintiff,

vs.

MOHAMMAD H. MARASHI,

Defendant.
_____/

MOTION FOR RELIEF FROM JUDGMENT

COMES NOW Defendant MOHAMMAD H. MARASHI, by and through his undersigned attorney, and moves the Court pursuant to Florida Rule of Civil Procedure 1.540(b) for relief from the Final Judgment entered in this cause on January 26, 1981, and Defendant further says:

1. At the time of trial of this cause the Defendant was in Switzerland and was refused permission to re-enter the United States.

2. As a result of Defendant's inability to re-enter the United States to counsel with his attorney and to appear for trial, the Defendant was unable to present evidence despite due diligence to do so, and was further unable to discern and to counteract any misrepresentation to the Court by the Plaintiff.

3. Defendant has since been able to return to the United States, has reviewed the transcript of the trial proceedings and other testimony in this cause, and has executed and filed an Affidavit stating specific instances of misrepresentation by witnesses for the Plaintiff, and has stated evidence which was previously unavailable.

WHEREFORE, Defendant moves the Court to relieve Defendant MOHAMMAD H. MARASHI from the Final Judgment entered in this cause on January 26, 1981, and

for return of any sums or property which have already been provided to Plaintiff under the terms of said Final Judgment.

I hereby certify that a true copy hereof has been furnished this 30th day of October, 1981, to David M. Landis, Esquire, Suite 650, Two West Central Blvd., Orlando, Florida 32801; Kenneth M. Meer, Esquire, Post Office Drawer B, Winter Park, Florida, 32790 and William L. Whitacre, Esquire, 170 East Washington Street, Orlando, Florida, 32801, for Peerles Insurance Company.

THOMAS F. LANG
Post Office Box 7838
Orlando, Florida 32854
(305) 628-3939
Attorneys for Defendant
Marshi

IN THE CIRCUIT COURT,
IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO: CI 80-6619

FORBES FURNITURE COMPANY, a
Florida corporation, d/b/a
FURNITURE SHOWCASE,

Plaintiffs,

vs.

MOHAMMAD H. MARASHI,

Defendant.
_____/

A F F I D A V I T

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared MOHAMMAD H. MARASHI, who, after being duly sworn according to law, deposes and says as follows:

1. I am the Defendant in the above-styled cause of action and therefore make this Affidavit of my own personal knowledge.

2. On January 13, 1981, I was

in Switzerland and I had been refused permission to re-enter the United States by U.S. Department of state because of the political situation in Iran and my relationship with the Shah of Iran.

3. As a result of my not being able to re-enter the United States, I was unable to appear and testify at the Trial of this matter on January 13, 1981. I was also unable to counsel with my attorney in order to properly prepare for the January 13, 1981, Trial.

4. Subsequent to January 13, 1981, I was given permission to re-enter the United States, and, in fact, I have returned to the United States.

5. Upon my return, I received the transcript of the January 13, 1981, proceedings as well as the depositions of MARVIN WISEMAN, JANICE ANDRESS and INGRID WISE.

6. After reviewing the above

documents, I have reason to allege that certain evidence was not presented to the Court because of my inability to appear at, and prepare for, the Trial and that certain matters were misrepresented to the Court and, in fact, the Court was presented with fradulent evidence.

7. There are numerous inconsistencies and misrepresentations in the deposition of Ingrid Wise. For instance, no one was ever requested to obtain a piano teacher.

8. Additionally, any debt owed the Plaintiff has been satisfied by the Defendant.

9. The first bill rendered to me by FURNITURE SHOWCASE was presented on February 19, 1980, after numerous requests. After this bill was submitted, I had a meeting with Mr. Wiseman and Ingrid Wise to reconcile the bill. At that time Mr. Wiseman agreed that the

piano, two mirrors and the screen were to be returned for credit against their respective invoices. Based upon this agreement and reconciliation, check #187 was remitted in the amount of $3199.00. Subsequesntly, I ordered the furnishings listed on Invoice Number 23172.

10. Check #187, a copy of which is attached hereto, was completed by Ingrid Wise at the time that the February 19, 1980, Agreement was executed. Such check was remitted with the understanding that all purchases made prior to this date here now paid for.

11. The document attached hereto as Exhibit "A" reflects a signed agreement between the parties to this suit showing the balance owed as of February 19, 1980, as being "0". This document shows no charge on Invoice #22025 which is the invoice listing the piano. The

reason for entry is that Mr. Wiseman agreed, on or about February 19, 1980, to pick up such piano and to credit my account for the full amount of the piano. Mr. Wiseman failed to have such piano picked up.

12. After February 19, 1980, Mr. Wiseman picked up numerous items and when asked why he wasn't taking the piano, he replied that it had to be picked up by different people from a different store. As to the black screen, he stated he wanted to take it to the store on Highway 436.

13. Exhibit "A" also reflects credit to be given for the return of the black screen (Invoice #22021) and for the return of two mirrors and a night stand (Invoice #22024).

14. On or about February 19, 1980, I paid FURNITURE SHOWCASE the agreed upon $3199.00 pursuant to Exhibit "A".

This payment is reflected on Exhibit "B" which is a copy of the ledger sheet maintained by Plaintiff. At the time that Exhibit "B" was presented, Mr. Wiseman told me that his bookkeeper had made a mistake by including the piano and the screen.

15. On or about June 11, 1980, Mr. Wiseman and I again discussed both the Apopka and Winter Park accounts. The figures shown in the 4th and 5th coulmns opposite Payments and Balance Due were entered by Mr. Wiseman and reflect credits for the piano and screen. At that time, we had a disagreement over whether I owed an additional $6201.00 for the Apopka furniture. There was no dispute over whether the piano and screen could be returned. At this time, I also informed Mr. Wiseman that I was going to have to leave the country.

16. On June 11, 1980, Mr. Wiseman

and I entered the Agreement attached hereto as Exhibit "C" to close the Winter Park account.

17. At all times, it was my understanding that I could return any furniture or furnishings purchased from or through FURNITURE SHOWCASE which were not acceptable to me.

18. At no time did Mr. Wiseman or any representative of FURNITURE SHOWCASE ever indicate to me that I could not return the screen or piano in question and, in fact, on more than one occassion Mr. Wiseman specifically agreed to allow me to return the piano and screen for complete credit.

19. The return of these items would be consistent with our agreement and with our prior dealings. The documents attached hereto as Composite Exhibit "D" reflect numerous items which were returned for credit from the

Winter Park home. A comparison of Invoice # 1933 with the cover statement of account will reflect returns and errors in billing. A comparison of the invoices attached with the statements will show numerous other returns and adjustments.

20. The documents attached as Composite Exhibit "E" reflect certain of the returns made from the Apopka home.

21. The document attached as Exhibit "F" was affixed to a piece of furniture delivered to my residence. I was billed $489.00 rather than $392.00 for this item.

22. Exhibit "G" is a reconciliation prepared by me with regard to the items delivered to Apopka. At the time this document was prepared, the only dispute known to me which existed between myself and Mr. Wiseman concerned the T.V. and bedroom set (dressers and temporary bed) shown on Exhibit "G".

23. Mr. Wiseman has misrepresented to the Court the balance owed by myself to FURNITURE SHOWCASE. Mr. Wiseman has misrepresented to the Court the fact that there was no agreement reconciling my Apopka account and had misrepresented to the Court the facts surrounding the return of the piano and screen. Mr. Wiseman was informed in a timely manner that both the piano and screen were to be returned and he, in fact, agreed to their return.

24. Attached as Exhibit "H" are copies of certain checks remitted to FURNITURE SHOWCASE.

25. All documents attached hereto are true and accurate copies of original documents that are or were in the possession of either the Plaintiff or the Defendant.

FURTHER AFFIANT SAYETH NAUGHT.

MOHAMMAD H. MARASHI

Sworn to and subscribed
before me this 27th
day of August, 1981.

NOTARY PUBLIC,
State of Florida
My Commission Expires: September 6, 1983

CERTIFICATE OF SERVICE

I hereby certify that a true copy hereof has been furnished this 30th day of October, 1981, to David M. Landis, Esquire, Suite 650, Two West Central Blvd., Orlando, Florida, 32801; Kenneth M. Meer, Esquire, Post Office Drawer B, Winter Park, Florida 32790; and William L. Whitacre, Esquire, 170 East Washington Street, Orlando, Florida 32801, for Peerless Insurance Company.

THOMAS F. LANG
Swann and Haddock, P.A.
Post Office Box 7838
Orlando, Florida 32854
(305) 628-3939
Attorneys for Defendant
Marashi

IN THE CIRCUIT COURT OF
ORANGE COUNTY, FLORIDA

CIVIL NO. 80-6619

FORBES FURNITURE COMPANY,
a Florida corporation d/b/a
FURNITURE SHOWCASE,

Plaintiff,

vs.

MOHAMMAD H. MARASHI,

Defendant.

ORDER

After due notice by or to all parties affected, a hearing was held before the court with respect to all matters disposed of by this order.

Upon consideration is it ORDERED that:

Motion for Relief from Judgment is DENIED.

DONE AND ORDERED in chambers at Orlando, Florida this 17th day of June, 1982.

Orlando, Florida

/s/ Maurice M. Paul
Judge

Copies:

Donald E. Grincewicz, Esq., Two W. Central Blvd., Orlando, Fla., 32801
Kenneth M. Meer, Esq., P. O. Drawer B, Winter Park, Fla., 32790
William L. Whitacre, Esq., 170 E. Washington St., Orlando, Fla., 32801
Thomas F. Lang, Esq., P. O. Box 7838, Orlando, Fla., 32854

IN THE DISTRICT COURT OF APPEAL
OF THE STATE OF FLORIDA
FIFTH DISTRICT

MOHAMMAD H. MARASHI

_____,

Appellant, CASE NO. 82-985

v.

FORBES FURNITURE COMPANY,

etc. _____,

Appellee.

_____/

DATE: August 26, 1982

BY ORDER OF THE COURT:

ORDERED that Appellee's MOTION TO DISMISS APPEAL, filed August 9, 1982, is granted and the above-styled appeal is hereby dismissed.

I hereby certify the foregoing is
(a true copy of) the original court order.

FRANK J. HABERSHAW, CLERK

By: /s/ Rowland W Holiday
Deputy Clerk

(COURT SEAL)

cc: Donald E. Grincewicz, Esquire
Paul H. Bowen, Esquire

IN THE SUPREME COURT OF FLORIDA

THURSDAY, SEPTEMBER 30, 1982

MOHAMMAD H. MARASHI,	**	
Petitioner,	**	
vs.	**	CASE NO. 62,671
FORBES FURNITURE COMPANY, a Florida corporation, d/b/a FURNITURE SHOWCASE,	**	
	**	
Respondent.	**	

It appearing to the Court that it is without jurisdiction, the Petition for Review is hereby dismissed. St. Paul Title Insurance Corporation v. Davis, 392 So.2d 1304 (Fla. 1980).

A True Copy

TEST:

/s/
Sid J. White
Clerk Supreme Court

cc: Paul H. Bowen, Esquire
Donald E. Grincewicz, Esquire of Lawrence, Griffin & Landis

IN THE SUPREME COURT OF FLORIDA
TUESDAY, OCTOBER 5, 1982

MOHAMMAD H. MARASHI,	**	
Petitioner,	**	
vs.	**	CASE NO. 62,686
FORBES FURNITURE COMPANY, a Florida corporation d/b/a FURNITURE SHOWCASE,	**	District Court of Appeal, 5th District
	**	No. 82-985
	**	
Respondent.	**	

It appearing to the Court that it is withour jurisdiction, the Petition for Review is hereby dismissed. Pena v. Tampa Federal Savings and Loan Assn., 385 So.2d 1370 (Fla. 1980).

No Motion for Rehearing will be entertained by the Court.

A True Copy

TEST:

Sid J. White
Clerk Supreme Court

C
cc: Hon. Frank J. Habershaw, Clerk
Hon. William D. Gorman, Clerk
Hon. Maurice M. Paul, Judge

Paul H. Bowen, Esquire
of Swann & Haddock
Donald E. Grincewicz, Esquire